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VS.

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CIVIL ACTION FILE # \_\_\_\_\_

### **GUIDELINES FOR CASE EVALUATION**

Case Evaluation is an advisory process that is most effective if the parties involved work within the following guidelines:

1. Case Evaluation is an alternative means of dispute resolution where an experienced case evaluator will listen to all sides of a dispute, help the parties identify the issues in contention, offer an assessment of the case, and explore the possibility of settlement. Based on the fact that the evaluator will be asking the parties to present their case based on it's legal merits, case evaluation not recommended for parties without legal representation present. If a party chooses to participate without legal representation, they are encouraged to seek independent counsel to look out for their best interests.
2. The assessment of the Case Evaluator is in no way an opinion of the Judiciary of the Cobb County Superior Court. It is merely an assessment by a neutral attorney experienced in the subject matter of the case. The Evaluator will not act as an attorney or advocate for any party. Any comments made by the Evaluator are advisory only. The Evaluator has no authority to impose a settlement or to dictate any agreement regarding pre-trial management of the case.
3. Each side will be given the opportunity to present an opening statement outlining their position. This statement should be made without interruption. The opportunity for discussion will follow.
4. During the Case Evaluation process, all discussions are confidential and should be viewed in the nature of settlement negotiations. Rules of evidence do not apply and there is no formal examination or cross-examination of witnesses.
5. There may be times when the evaluator feels a "caucus" is needed. This is when the evaluator will meet with each party separately for clarification of issues. The caucus is the only time during the evaluation process that information could be confidential between the parties. Information will not be shared unless permission of that party is obtained.
6. Information gathered during the Case Evaluation process is confidential and privileged. Neither the evaluator nor any court designee shall willingly testify for or against either party involved should either party end the evaluation process

and litigate the matter in court. By signing this agreement, all parties are acknowledging that they have been advised that they may not subpoena the evaluator or any court designee to testify concerning this evaluation in any subsequent court actions.

7. I understand that the confidentiality of the case evaluation process shall not excuse the evaluator's duty to report any abuse, acts of violence or threats of violence revealed during said process.

8. After the Evaluator has heard all pertinent information in the case, he/she will formulate their legal opinions, assess the strengths and weaknesses of each party's position, and, when applicable, offer an overall value of the case, offering the likelihood of liability and the range of damages. ***The parties have the opportunity to hear the Evaluator's opinion of their side of the case either in private or in joint session. It is the responsibility of the party to advise the Evaluator of the desire to hear their opinion in private.***

9. During the process of the Case Evaluation, upon agreement of all parties, the issues in contention may be mediated by the Evaluator. Should the parties agree to participate in Mediation, they understand that the above guidelines shall still apply during the Mediation process.

10. By signing this agreement, all parties acknowledge they are under court order, from Cobb County Superior Court, to participate in alternative dispute resolution. All agree to participate, in good faith, in each scheduled session. All parties agree to work towards resolution of the issues.

11. I understand that payment of the evaluator is the responsibility of the parties. The agreed upon fee for this evaluation shall be \_\_\_\_\_ hourly or \_\_\_\_\_ daily.

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\_\_\_\_\_ (date) \_\_\_\_\_  
signature

Case Evaluator \_\_\_\_\_ (date) \_\_\_\_\_